

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

May 22, 2019 7:30pm

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Proclamations to Lee Eaton School Students Natalie Barnes, Kendall Haynes, Charlotte Naymik, and Abby Pohlmeier

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:

John Zolgus, Police Chief
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board

Reports of Standing Committees:

Nicholas Magistrelli, Finance
Jennifer Domzalski, Roads and Public Works
Keith Czerr, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Renell Noack, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2019-34 – An Emergency Resolution Authorizing the Mayor to Enter into an Agreement with West Roofing Systems, Inc. to Insulate, Repair, and Seal the 199 Ledge Road Service Department Building Roof (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2019-34

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WEST ROOFING SYSTEMS, INC. TO INSULATE, REPAIR, AND SEAL THE 199 LEDGE ROAD SERVICE DEPARTMENT BUILDING ROOF

WHEREAS, the 199 Ledge Road Building roof needs to be insulated, repaired, and sealed; and

WHEREAS, the bid provided by West Roofing Systems, Inc. has been determined to be the lowest and best bid for the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor to enter into an agreement with West Roofing Systems, Inc. of LaGrange, Ohio to insulate, repair, and seal the 199 Ledge Road Service Department Building roof for the total price of \$29,400, as set forth in the quote that is attached hereto.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in open meetings of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that the within repair is necessary for the proper functioning and preservation of Village Hall, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2019.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2019.

Tricia Ingrassia, Clerk of Council



West Roofing Systems, Inc.

**Proposal
for
Village of Nothfield
April 26, 2019**



We Promise To Be The Only Commercial Roofer You'll Ever Need!

- We Have 16 Crews Nationally
- The Average Tenure of Our Foreman is 15 Years
- WRS is capable of installing 66,500 square feet of finished roofing on a daily basis.
- Our Project Managers have a combined 313 years' experience (an average of 28)

West Roofing Systems, Inc. is the commercial roofing company of choice for installing high quality, sustainable, spray polyurethane foam (SPF), membrane restoration and single-ply roofing systems that waterproof, insulate, and protect commercial and industrial buildings. Our turnkey operations help reduce architectural costs and streamline all phases of a roofing project, from the initial inspection to the application of an energy efficient, insulated roof system.

We also provide follow-up maintenance and a variety of manufacturer warranties, from 10 to 20 years in duration. Every roof is different and offers its own unique set of challenges. West Roofing Systems designs and installs roofing systems that are flexible and versatile enough to address practically any situation.



**Prepared
By:**

Ronnie Perdue
Technical Sales
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ronnie@westroofingsystems.com

Prepared For:	Mr. Jason Walters		
	Village of Nothfield		
	199 Ledge Road		
Project:	Northfield Village	Ohio	44067
	village of Nothfield- Service Building		
	199 Ledge Road		
Quote Info:	Northfield Village	Ohio	44067
	Estimate Number (30655)		



Scope of Work:

Total Square Footage: 6,059

- Pre-job inspection – Tour representative area(s) of roofing with West Roofing Systems and Owner's representative. Review roofing system requirements and finalize schedule.
- Set up warning lines/flags around staging area to insure no unauthorized personnel accidentally enters the staging area.
- Remove all surface contaminants or other substances that may interfere with proper adhesion of new materials utilizing high-pressure water with a minimum pressure rating of 2,500 PSI.
- The existing fiberglass skylights will be covered with 5/8 OSB board and fastened prior to the application of polyurethane foam.
- All roof top mechanical equipment, piping, vents, etc. will be masked prior to foaming.
- Apply **Accella Premiseal 280 closed cell** spray polyurethane foam. The average thickness of the foam will be 1.5 inches. The polyurethane foam will be applied uniformly over the specified roof surfaces with a tolerance of plus or minus ¼" per inch of thickness, except where variations are required to insure proper drainage or to complete a feathered edge.
- Apply **Accella Poly-Sil 2500 High Solids** silicone base coat over the polyurethane foam. The silicone coating will be applied according to manufacturer specifications to achieve a minimum dry film thickness at approximately 10 mils. Allow the coating to cure. Inspect for thinly coated areas, uncured areas or other defects. Any defects will be repaired prior to subsequent application of coating. The base coat will be clean, dry, sound, and free of dust, dirt, and other contaminants before application of the top coat.
- Apply **Accella Poly-Sil 2500 High Solids** silicone topcoat in a timely manner upon completion of base coat to insure proper adhesion between coats. The topcoat will be applied per manufacturer specifications to achieve a minimum dry film thickness at approximately 10 mils.
- After all work is complete, we will remove all job-related debris and surplus materials and leave the premises in a neat and orderly condition.
- The project superintendent will be OSHA 30 hour trained in Construction & Health.
- The new roof system is fire rated class "A" per UL 790.
- Upon final completion of the project the Owner will be issued a (10)-year Full System NPR, NDL, RENEWABLE Contractor's warranty.



NOTE:

- *The existing roof currently has no gutters installed on the edge; it is recommended that new gutters be installed after the roof project has been completed if possible.*
- *Owner will need to provide a water source for the cleaning portion of the project.*
- *Owner will need to provide adequate set up space for equipment.*
- *Price is based on NON prevailing wages*
- *Price does not include a bond.*
- *Owner is responsible for any permits should they be needed.*

Pricing:

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal:

Services:	Price:
VILLAGE OF NOTHFIELD- SERVICE BUILDING	\$29,400.00
Additional Options:	Price:
Total:	Price:
TOTAL BASE BID PRICE	\$29,400.00

All material will be installed according to specifications. All work to be completed in a professional manner per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, property damage, comprehensive liability and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

West Roofing Systems, Inc. safety statement: West Roofing Systems, Inc. may install tie-off brackets to the roof structure to allow West Roofing Systems, Inc. personnel to safely install the new roof. West Roofing Systems, Inc. will remove the tie-off brackets at job completion, or Customer has the option to leave tie-off brackets in-place. In the event that the Customer elects to keep the tie-off brackets in place after job completion, Customer shall be responsible for all repairs and maintenance for the tie-off brackets, and Customer shall indemnify and defend West Roofing Systems, Inc., its affiliates and its and their



shareholders, officers, directors, employees, agents, successors and assigns, and hold them harmless, from and against any losses, liabilities, damages, judgments and expenses (including without limitation reasonable legal expenses and costs) sustained or incurred in connection with or as a result of claims or causes of action for the death or personal injury to persons or damage to property resulting from the use of tie-off brackets by persons or entities after job completion.

Due to escalating prices and volatility in the pricing of steel, isocyanurate, and petroleum-based construction products, the price set forth in this proposal/contract applies only to orders that are ordered and paid for within 90 days of the date of this proposal/contract. All other orders shall be subject to change based upon changes in the price of steel, isocyanurate insulation, and asphalt roofing products charged to West Roofing Systems, Inc.

Quality: All material is warranted to be as described in specifications.

Insurance: West Roofing Systems shall at all times, carry the following insurance coverage: General and Public Liability and Workers Compensation (limit as set by law). West Roofing Systems shall also require each of its subcontractors to carry liability insurance and Worker's Compensation. The Owner shall carry fire, tornado, and any and all other necessary property insurance on the above work.

Liens: West Roofing Systems shall promptly pay all sums owed to laborers, subcontractors, and materialmen who supply labor and/or materials for the work and shall indemnify, hold harmless, and defend the Owner and the property on which the work is located from mechanic's and materialmen's liens providing West Roofing Systems receives payment from the Owner in a timely manner.

Guarantee: West Roofing Systems hereby warrants that all services performed hereunder will be free from defects in workmanship for a period of one (1) year after completion of the job. West Roofing Systems must be given an opportunity to make an investigation and inspection of any asserted defects in workmanship which must be reported promptly in writing within ten (10) days of discovery and not later than ten (10) days after expiration of the warranty period. Materials are warranted as specified by individual manufacturers and not by West Roofing Systems unless specifically noted, and such warranty as to materials shall be subject to all of the terms and conditions of the individual manufacturer's warranty.

Building Codes: All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of West Roofing Systems.

Independent West Roofing Systems: The relationship of Owner and West Roofing Systems created by this agreement shall be that of independent contractor and not one of joint venture, partnership, or employment.

Completion Date: West Roofing Systems shall complete all work required by this agreement by not later than the above specified date, as time is of the essence of this agreement. If West Roofing Systems is prevented from performing its obligations by reason of fire, flood, rain, windstorm, strike, shortage of materials, or other event beyond the control of West Roofing Systems, the time for completion set forth above shall be extended by a period equal to the period in which West Roofing Systems is so prevented from performing.

Asbestos and Other Hazardous Materials: It is the obligation of the Owner to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then West Roofing Systems shall be entitled to additional compensation and an increase in time for completion of the project.

Finance Charges: Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Owner agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.



Existing Conditions: We make no representation of existing conditions and assume no responsibility of condition for any of the Owner's equipment that may or may not be relocated or affected by our work, unless such conditions are caused by an act of negligence on our part.

Payment Terms: Full payment is due within 14 days of project completion. Any balance after 14 days will accrue at a rate of 1.5% monthly.

Hidden Defects: It is acknowledged that hidden structural defects, faulty wiring, substandard plumbing, or other defective components of the existing structure may need to be updated or replaced in order to properly complete the above-quoted work, and Owner further acknowledges and agrees that the cost and expense to correct such defects or conditions, if any, will be the responsibility of the property Owner.

Destructive Inspections: We have made thorough visual inspections of the existing structure and have made our analysis of the building methods and locations of covered systems. We have not made destructive inspections (that is, removing floors, walls, sidings, or other coverings) to reveal possible unknowns. In the event of a discovery of an unknown element or condition (not an oversight on our part), any additional costs involved shall be cost incurred by the property Owner.

Deliveries: It is acknowledged that West Roofing Systems shall need to have heavy trucks picking up and delivering materials for the above described work. The property Owner acknowledges this fact and releases West Roofing Systems from liability for possible damage to landscape; sprinklers; driveways (e.g. cracking or sinking); or sidewalks, where applicable.

Advertising: It is acknowledged that West Roofing Systems may install a sign to facilitate delivery of materials, as well as advertise. West Roofing Systems shall have the right to photograph its work and use the photographs for promotional purposes in brochures and other advertising media. West Roofing Systems shall not advertise client names unless prior approval has been obtained from the client. We shall add client names to the current Past Clients List, to be provided to potential clients, on request, as references and Owner agrees that it may be included on such Past Clients List.

Utilities: West Roofing Systems has not included costs for electrical, water, sewage, gas or telephone in the proposal. It is understood that West Roofing Systems shall have full use of the Owner's utilities during the process of construction, at no cost to West Roofing Systems, and that the Owner shall bear the costs of those utilities above and beyond the contract price agreed upon in this contract.

Materials Selection: We assume no responsibility for any delays caused by selection of materials that are not locally and immediately available.

Other Owner Responsibilities: As the building Owner, you can help to ensure that your project goes smoothly by doing the following: A) Designate one person to be the Owner's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise. B) Direct all questions to West Roofing Systems Lead man and avoid trying to resolve questions or problems with workers, subcontractors, vendors, or other individuals on or off the job site. C) Make any and all changes to the original contract in writing and ensure that an "Additional Work Request" form is completed and signed before those changes are made.

Specifications: We hereby propose to furnish all materials, except as noted, and perform all labor necessary for completion of the project as indicated in the above description, attached details, specifications and drawings.

WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT IN THE TERMS OF THE ABOVE GUARANTEE AND UNDER THE TERMS OF THE CONTRACTOR'S WARRANTY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, IS MADE BY WEST ROOFING SYSTEMS HEREUNDER REGARDING MATERIALS OR SERVICES PROVIDED BY WEST ROOFING SYSTEMS. WEST ROOFING SYSTEMS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO MATERIALS AND SERVICES PROVIDED BY WEST ROOFING SYSTEMS. WEST ROOFING SYSTEMS' ENTIRE AND EXCLUSIVE LIABILITY, WHETHER FOUNDED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE (A) FOR DEFECTS IN



WORKMANSHIP UNDER THE TERMS OF THE GUARANTEE ABOVE SHALL BE TO REPAIR THE DEFECTIVE WORK AT NO CHARGE TO CUSTOMER, AND (B) FOR CLAIMS UNDER THE CONTRACTOR'S WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED IN, AND LIMITED BY, THE TERMS OF THE CONTRACTOR'S WARRANTY. WEST ROOFING SYSTEMS SHALL NOT BE LIABLE FOR BREACH OF WARRANTY WITH RESPECT TO MATERIALS PROVIDED, AND CUSTOMER'S SOLE REMEDY FOR DEFECTIVE MATERIALS SHALL BE AGAINST THE MANUFACTURER OF THE MATERIALS AS DESCRIBED IN, AND LIMITED BY, THE TERMS OF ANY APPLICABLE MANUFACTURER'S WARRANTY. WEST ROOFING SYSTEMS SHALL NOT BE LIABLE TO CUSTOMER IN ANY EVENT FOR (I) ANY OTHER DIRECT DAMAGES, OR (II) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE FOR INJURY TO PERSON OR PROPERTY, LOSS OF SALES, LOSS OF PROFITS, INCREASED

COST OR EXPENSES OR CUSTOMER'S LIABILITIES TO THIRD PARTIES, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH DEFECTIVE MATERIALS OR SERVICES PROVIDED BY WEST ROOFING SYSTEMS HEREUNDER OR IN CONNECTION WITH CUSTOMER'S CLAIMS UNDER THE CONTRACTOR'S WARRANTY OR THE GUARANTEE.

Exclusion From Guarantee: The Guarantee and warranties made by West Roofing Systems hereunder shall not be applicable to, and West Roofing Systems shall not have any liability to Customer for, damages incurred by the Customer, including without limitation damages to Customer's roof, caused by, occurring during, or resulting from, a Natural Disaster (as hereinafter defined). West Roofing Systems shall not be obligated to repair the Customer's roof, or replace any part of the Customer's roof, in the event of the occurrence of any Natural Disaster. As used herein, "Natural Disaster" means any hurricane, tornado, earthquake, fire, flood, lightning strike, named storm or any other act of God.

Limitation of Liability: West Roofing Systems shall not be liable to Customer for (i) direct damages, other than those specifically described in this Agreement as obligations of West Roofing Systems (and such direct damages shall not, in any event, exceed the amount Customer paid West Roofing Systems for the materials and services), or (ii) any indirect, incidental, special or consequential damages, including without limitation any damages for lost sales, loss of production, lost profits, loss of goodwill, increased costs or expenses or for obligations or liabilities of Customer or Customer affiliates to its or their customers or any third parties, whether founded on warranty, contract, negligence or any other theory of liability, resulting from, in connection with or arising out of (1) West Roofing Systems' breach of or failure to perform its agreement with Customer, and/or (2) West Roofing Systems' breach of the terms of the Contractor's Warranty or the Guarantee and/or (3) West Roofing Systems' delay in performance of, or failure to perform, services, and/or (4) West Roofing Systems' delay in completion of the project which is the subject of this Agreement.

Assignment: Neither West Roofing Systems nor Customer may assign its respective rights or duties under this Agreement without the prior written consent of the other party.

Governing Law, Venue, Actions: The Agreement between West Roofing Systems and Customer shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law, rules or provisions (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. Each of West Roofing Systems and Customer agrees to bring any action arising out of or related to this Agreement in a state court in Lorain County, Ohio or in a federal court which has jurisdiction over Lorain County, Ohio. Each of West Roofing Systems and Customer waives any defense of inconvenient forum to the maintenance of any action so brought. Should either West Roofing Systems or Customer initiate litigation with respect to the agreement between them, the prevailing party in any such proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.

Entire Agreement: This Agreement constitutes a final and complete written expression of the entire agreement between West Roofing Systems and Customer, and are a complete and exclusive statement of that agreement. No part of the agreement between West Roofing Systems and Customer may be waived, modified or supplemented in any manner whatsoever (including a course of dealing or of performance or usage of trade) except by a written instrument signed by duly authorized officers of both West Roofing Systems and Customer. This Agreement shall control the sale and provision of services and materials by West Roofing Systems to Customer. The terms and conditions in this Agreement shall supersede and replace the terms, conditions and agreements in all Customer documents, including without limitation, Customer's Request for Quotation, Request for Proposal, Purchase Order, or any Customer documents or communications pertaining to Customer's purchase of services and materials from West Roofing Systems. To the extent there are additional or different



terms and conditions in the Customer Documents or otherwise referenced by Customer in any manner whatsoever in connection with services and/or materials provided by West Roofing Systems, West Roofing Systems hereby expressly objects to, and rejects, those additional or different terms and conditions. Any such proposed additional or different terms and conditions from

Customer shall be void and this Agreement shall constitute the complete and exclusive statement of the terms and conditions of the contract between West Roofing Systems and Customer for the sale of services and materials by West Roofing Systems to Customer.

Disclosure: The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. West Roofing Systems is hereby authorized to perform the work as specified. Payment shall be made as outlined above.

Acknowledgements: village of Nothfield acknowledges that they have read and received a legible copy of this agreement signed by West Roofing Systems, including Terms and Conditions, before any work has been performed, and that he/she has read and received a legible copy of every other document that the village of Nothfield has signed during the negotiation.

Signatures: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



WRS Approved Signature:

Ronnie Perdue

Customer Signature:

Date of Acceptance:

Connect with us on:



Locations

West Roofing Systems, Inc.
121 Commerce Dr.
PO Box 505
LaGrange, OH 44050
1-800-356-5748

West Roofing Systems, Inc.
530 Bonifacious Rd.
PO Box 908
Tunnel Hill, GA 30755
1-800-356-5748

West Roofing Systems, Inc.
4700 Commercial Drive
Huntsville, AL 35816
1-800-356-5748
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Aerial View

